

# **DISCUSSION DRAFT**

## **MEMORANDUM OF AGREEMENT**

**BETWEEN THE  
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT  
ADMINISTRATION (FTA)  
AND THE  
HAWAII STATE HISTORIC PRESERVATION DIVISION (SHPD)  
FOR MITIGATION OF THE  
THE HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT  
CITY OF HONOLULU, HONOLULU COUNTY, HAWAII**

WHEREAS, the U.S. Department of Transportation Federal Transit Administration (FTA), is proposing the Honolulu High-Capacity Transit Corridor Project (Project), a federal undertaking, which is a fixed-guideway, high-capacity transit service on O'ahu, including effects on historic resources; and

WHEREAS, the proposed Project study area is the east-west travel corridor between East Kapolei and the Ala Moana Center, which has an approximate length of twenty (20) miles and width of four (4) miles; and

WHEREAS, the FTA, in consultation with the Hawai'i State Historic Preservation Division (SHPD), has determined that proposed Project would have adverse effects on five properties listed in the National Register of Historic Places or eligible for listing in the National Register of Historic Places, including:

- Dillingham Transportation Building, 735 Bishop Street, (NR-listed, 1979)
- Afuso House, ADDRESS
- Higa Duplex, ADDRESS
- Teixeira House, ADDRESS
- Kamani trees along Dillingham Boulevard, LOCATION; and

WHEREAS, the FTA has consulted with the Administrator of the SHPD pursuant to Section 106 of the National Historic Preservation Act, codified under 36 CFR 800, and pursuant to HRS §6E and §13-275, to determine measures to avoid, satisfactorily reduce, and mitigate the adverse effect of the proposed Project on historic resources; and

WHEREAS, NAME participated in the consultation and has been invited to sign the Memorandum of Agreement (MOA) as a concurring party; and

WHEREAS, the consulting parties agree that it is in the public interest to expend funds for the appropriate mitigation for the adverse effects to historic resources; and

WHEREAS, the FTA, in consultation with the SHPD, shall ensure that the proposed Project will be implemented in a timely manner with adequate resources in compliance with the National Historic Preservation Act of 1966 (16 U.S.C. 470).

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

### **DTS OBLIGATIONS/STIPULATIONS**

The FTA has proposed the following measures as possible options for mitigating adverse effects to the five adversely affected historic resources:

#### **I. Archival Recordation and Documentation**

- A) FTA shall research, photograph, and record the history of the adversely affected historic resources in accordance with the standards set forth by the Historic American Building Survey (HABS) and the Historic American Landscape Survey (HALS), divisions of the National Park Service. Documentation shall be completed for the historic buildings that are proposed to be demolished, including the Afuso House (1913-1914), Teixeira House (1936), and Higa Duplex (1944-1945). Documentation shall be completed on the resources that will not be demolished, but will be adversely affected. This includes the removal 24± Kamani trees along Dillingham Boulevard and adverse property acquisitions from the Dillingham Transportation Building (1929-1930). Resource histories, site plans, and large-format, black-and-white archival photography shall be completed. Copies of this documentation shall be offered to HABS/HALS and distributed to the State Historic Preservation Division and other Hawai'i repositories, including libraries, historical organizations, universities, and government agencies.
- B) Large-format photographs should be completed and approved by the SHPD prior to construction commencement.
- C) Digital photographs completed by a professional photographer, in conjunction with the input of a supervising architectural historian, will be completed to document select resources within the Area of Potential Effects. These photographs shall be taken prior to construction commencement and shall be used for interpretive materials, publications, cultural landscape reports, and historic context studies.
- D) Documentation shall also include the completion of a comprehensive video of the corridor prior to construction commencement.

#### **II. Cultural Landscape Reports**

- A) The FTA shall complete three Cultural Landscape Reports (CLR) related to historic resources along the study corridor, including architectural/engineer designed landscapes, such as the Dillingham Boulevard (1934); military landscapes; and agricultural landscapes such as plantations and/or taro/sugar

cane fields. Copies of this documentation shall be distributed to local Hawai'i repositories, including the SHPD office, libraries, historical organizations, universities, and government agencies.

### **III. Historic Context Studies**

- A) The FTA would complete Historic Context Studies related to historic resources, themes, or geographic areas within the Project area. These types of studies assist in documenting the history of the impacted area and could be used in developing National Register of Historic Places Nominations for other historic resources in the area. Topics to be completed include Modern Architecture in Honolulu/O'ahu; Commercial Architecture in Honolulu/O'ahu; History of Honolulu's Infrastructure (i.e., pumping stations, power stations, highways, etc.); History of Honolulu's Civic Architecture (i.e., fire halls, libraries, city halls, courthouses, parks, etc.); Evolution of Honolulu's Apartment Buildings; and Evolution of Hotels in Waikiki. Copies of this documentation shall be distributed to local Hawai'i repositories, including the SHPD office, libraries, historical organizations, universities, and government agencies. Professional photographs will be used to illustrate these documents.

### **IV. National Register of Historic Places Nominations**

- A) The FTA shall complete a National Register of Historic Places Multiple Property Submission (MPS) and all accompanying documentation such as photographs and mapping for five resources related to Honolulu's Modern Architecture. The MPS could be used to designate historic resources within the project area. This allows for an intensive level of documentation, while also permitting other historic resources within the Modern Architecture theme to be added to the National Register of Historic Places in the future by other researchers.
- B) The FTA shall complete a National Register of Historic Places Multiple Property Submission (MPS) and all accompanying documentation such as photographs and mapping for five resources related to Honolulu's Apartment Buildings. The MPS could be used to designate historic resources within the project area. This allows for an intensive level of documentation, while also permitting other historic resources within the Apartment Building theme to be added to the National Register of Historic Places in the future by other researchers.
- C) The FTA shall complete an update to the Pearl Harbor National Historic Landmark nomination. Emphasis shall focus on those resources in closest proximity to the project APE and to those not previously mentioned in prior documentation.
- D) Although the project does not have an adverse effect on the Chinatown Historic District, the FTA shall complete an update/amendment to the Chinatown National Register of Historic Places nomination as mitigation for project impacts.

- E) The FTA shall complete National Register of Historic Places nominations and all accompanying documentation such as photographs and mapping for fifteen additional properties that were determined eligible during the course of the project that have not been formally listed and that are not part of the resources included in the proposed multiple property nominations mentioned in IV.A and IV.B above. These properties will be selected by the FTA and its consultant from the pool of eligible properties. If the Keeper of the National Register determines that any of the properties are not eligible for listing, no additional properties need to be completed beyond the initial fifteen.

## **V. Interpretive Plan and Signage**

- A) The FTA shall complete an interpretive plan for the project area and install interpretive signage at appropriate locations. The interpretive plan would highlight historical themes (i.e., Architecture, Government, Agriculture, Transportation, Military, etc.) and interpret these themes at appropriate station locations. Interpretive signage could be installed at or near transit stations and on transit vehicles as well as at other locations along the routes and in the project area. A brochure to be presented to transit riders describing the history of the area along the transit line shall also be completed. An interactive coloring book and child-friendly game book that would educate children about relevant history would be prepared by professional historians and a professional illustrator. All information would be made available electronically as well.

## **VI. Review and Approval**

The FTA will submit all proposed mitigation measures to the SHPD in advance. The FTA will consult with the SHPD in planning and implementing the proposed mitigation measures, especially any National Register-related nominations or documentation. The SHPD will have 30 days to review and comment on the proposed mitigation measures. The SHPD will be allowed a single review of each document to facilitate the production of all materials. All approved mitigation measures such as reports and studies will be delivered to the SHPD.

## **VIII. Post-Review Discoveries**

While post-review discoveries are not anticipated, the FTA agrees to cease all work in the Area of Potential Effects (APE) should another potential historic resource be discovered or an unanticipated effect on historic resources be found. The FTA will begin the consultation process with the signatories and resolve any adverse effects in accordance with Section 106 of the National Historic Preservation Act and HRS §6E and §13-275. The FTA will not allow work to resume in the APE until the consultation process is complete.

## GENERAL PROVISIONS

- A) **Dispute Resolution:** Should FTA or the SHPD object to any action proposed pursuant to this MOA, FTA and the SHPD shall consult to resolve the objection. If FTA determines that the objection cannot be resolved, FTA shall notify the Director of the SHPD (Director) and request a recommendation in the matter. Any Director recommendations provided in response to such a request will be taken into account by the FTA, with reference only to the subject of the dispute. The responsibility of FTA to carry out all actions under this MOA that are not the subjects of the dispute will remain unchanged.
- B) **Amendment:** If one of the signatories believes that the terms of the MOA cannot be carried out, or that an amendment to the terms must be made, that signatory will immediately consult with the other signatories to develop amendments. If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation VIII will be followed.
- C) **Termination:** Any signatory to this MOA may terminate the MOA by providing 30 days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. Termination of this MOA would require compliance with 36 CFR Part 800. This MOA may be terminated by the execution of a subsequent agreement that explicitly terminates or supersedes its terms.
- E) **Duration:** This MOA will be null and void if its terms are not carried out within four (4) years from the date of its execution, except for tasks that need to be completed prior to construction commencement as noted. Should all parties deem an extension to this MOA necessary, such extension will be treated as an Amendment under Stipulation VIII above.

Execution of this Memorandum of Agreement by FTA and SHPD and implementation of its terms are evidence that FTA has met its responsibility under Section 106 of the National Historic Preservation Act and HRS §6E and §13-275 and has taken into account the effects of the undertaking on historic properties.

This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of FTA to enforce any provision of this agreement shall not constitute a waiver by FTA of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals  
as of the day and year hereinafter written.

**SIGNATORIES:**

**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT  
ADMINISTRATION (FTA)**

By: \_\_\_\_\_  
**Director** \_\_\_\_\_ **Date** \_\_\_\_\_

**HAWAII STATE HISTORIC PRESERVATION DIVISION (SHPD)**

By: \_\_\_\_\_  
**Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_

**Invited Signatory:**

By: \_\_\_\_\_  
**City & County of Honolulu DTS** \_\_\_\_\_ **Date** \_\_\_\_\_

**Concurring Signatories:**

By: \_\_\_\_\_  
**NAME** \_\_\_\_\_ **Date** \_\_\_\_\_